

ESTTA Tracking number: **ESTTA485350**Filing date: **07/25/2012**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**Petition for Cancellation**

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

| | | | |
|---------|---|-------------|---------------|
| Name | Jayson Koss | | |
| Entity | Individual | Citizenship | UNITED STATES |
| Address | 824 Atlantic Ave Delray Beach, FL 33483 UNITED STATES | | |

| | |
|----------------------|--|
| Attorney information | Andre Dreyfuss & Robert Einhorn 100 S.E. 2nd Street Miami, FL 33131 UNITED STATES adreyfuss@zarcolaw.com, reinhorn@zarcolaw.com Phone:(305)-374-5418 |
|----------------------|--|

Registration Subject to Cancellation

| | | | |
|-----------------|---|-------------------|------------|
| Registration No | 4101367 | Registration date | 02/21/2012 |
| Registrant | Veneziano, Marc Vincent www.deliverydudes.com P.O.Box 51383 Boston, MA 02205 UNITED STATES | | |

Goods/Services Subject to Cancellation

Class 035. First Use: 2005/10/07 First Use In Commerce: 2005/10/07
All goods and services in the class are cancelled, namely: Retail and on-line grocery store services featuring home delivery service

Grounds for Cancellation

| | |
|---|---|
| <i>Torres v. Cantine Torresella S.r.l.Fraud</i> | 808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986) |
| Abandonment | Trademark Act section 14 |
| Other | 1. In his Application to register the mark that is the subject of this Petition to Cancel (the "Mark"), Respondent failed to provide a proper specimen reflecting use of the Mark in commerce pursuant to 15 U.S.C. Â§ 1051. 2. Respondent failed to properly identify who the owner of the Mark is in his Application to register the Mark. The PTO consequently gave a registration in the Mark to a non-existent entity. |

| | |
|-------------|---|
| Attachments | Petition to Cancel.pdf (30 pages)(2401778 bytes) |
|-------------|---|

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by Overnight Courier on this date.

| | |
|-----------|---------------------------------|
| Signature | /Andre Dreyfuss/ |
| Name | Andre Dreyfuss & Robert Einhorn |
| Date | 07/25/2012 |

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE
THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Registration No.:4101367

For the mark: Delivery Dudes, LLC

Date Registered: February 21, 2012.

JAYSON KOSS,

Petitioner,

v.

MARC VINCENT VENEZIANO,

Respondent.

_____/

PETITION TO CANCEL

Petitioner, JAYSON KOSS (the “Petitioner”), by and through undersigned counsel, and pursuant to 15 U.S.C. § 1064, hereby submits his Petition To Cancel Marc Vincent Veneziano’s¹ (the “Respondent”) Registration Of The Service Mark, Delivery Dudes, LLC (the “Mark”), and in support thereof, states as follows:

STANDING

1. As further described below, Petitioner is currently using the Mark in commerce in South Florida (and has a bona fide intent to use the Mark in interstate commerce in the future).

¹ In his application to register the Mark, Respondent conveyed that Marc Vincent Veneziano, who is an individual, was submitting an application to register the Mark. However, Mr. Veneziano described himself as an Arizona entity rather than an individual. Indeed, the application describes the applicant thusly: “The applicant, Veneziano, Marc Vincent, a limited liability company legally organized under the laws of Arizona.” The US Patent and Trademark office ultimately granted a registration in the Mark to “Veneziano, Marc Vincent (Arizona Limited Liability Company).” As such, Respondent appears to have made a mistake in identifying who the owner of the Mark is in his application since there is no Arizona company named “Veneziano, Marc Vincent.”

2. Petitioner is and will be damaged by Registration No.: 4101367 because Petitioner is about to file an application to register the Mark and believes registration of the Mark will be refused in view of Respondent's registration. Thus, Petitioner has standing to file this Petition to Cancel. See *ShutEmDown Sports, Inc. v. Lacy*, 102 USPQ2d 1036, 1041 (TTAB 2012); *American Vitamin Products, Inc. v. Dow Brands, Inc.* 22 USPQ2d 1313, 1314 (TTAB 1992); See also Trade Mark Trial and Appeal Board Manual Of Procedure, Chapter 300 at pg. 60 (A petitioner has standing to file a petition to cancel where the petitioner is about to file an application but "believes registration of the mark will be refused in view of (the Respondent's) registration.")

3. Petitioner has paid the required \$300 filing fee.

PARTIES AND PROOF OF SERVICE

4. To the best of Petitioner's knowledge, the owner of the current registration in the Mark is Marc V. Veneziano (the "Respondent"). Respondent may be reached at P.O. Box 51383 Boston, Massachusetts 02205 (the address submitted in Respondent's application ("Application")) to the U.S. Patent and Trademark Office ("PTO") to register the Mark). Respondent also uses the following emails: venezianom@gmail.com, venezianom@gmail.com, venezianom@yahoo.com, venezianom@yahoo.com, mvvенеzi@yahoo.com, mvvенеzi@yahoo.com, and deliverydudesllc@gmail.com.

5. Respondent's attorney appointed to submit an amendment to Respondent's Application is Matthew H. Swyers according to the Appointment of Attorney filed in connection with Respondent's Application. According to the Appointment of Attorney, Mr. Swyers may be reached at The Trademark Company, 344 Maple Avenue West, Suite 151, Vienna, Virginia 22180. His email address is mswyers@thetrademarkcompany.com.

6. Petitioner has complied with 37 C.F.R. § 2.119 and 37 C.F.R. 2.111 by sending Respondent and Mr. Swyers this Petition to Cancel, and all exhibits annexed thereto, via Federal Express Overnight Delivery on July 25, 2012. Petitioner has also emailed the Petition to Cancel with all exhibits to Respondent and Mr. Swyers using the above-referenced email addresses.

7. Petitioner is Jayson Koss, an individual. Mr. Koss' business address is Delivery Dudes, LLC, 824 Atlantic Ave., Delray Beach, FL 33483.

GROUND FOR CANCELLATION

8. As fully described below, Respondent has fraudulently procured a registration in the Mark, providing Petitioner grounds to cancel Respondent's registration of the Mark pursuant to 15 U.S.C. § 1064(3).

9. Further, in the Application, Respondent failed to provide a proper specimen reflecting use of the Mark in commerce pursuant to 15 U.S.C. § 1051.

10. In addition, Respondent has abandoned the Mark providing Petitioner with grounds to cancel Respondent's registration of the Mark pursuant to 15 U.S.C. § 1064(3).

11. Respondent failed to properly identify who the owner of the Mark is in the Application.²

GENERAL ALLEGATIONS

A. Background

1. Unlike Respondent, Petitioner Is and Has Been Using The Mark In Commerce

12. By way of background, Petitioner owns a Florida company named Delivery

² As described above in footnote 1, the Respondent is an Arizona corporation named Marc Vincent Veneziano. As there is no Arizona Company named Marc Vincent Veneziano, the Mark is not properly registered to any individual or entity and Respondent's registration in the Mark should be cancelled.

Dudes, LLC (the “Florida Company”). The Florida Company has been actively rendering services in commerce in South Florida since 2009. Petitioner desires to obtain a registration in the Mark in order to expand his current business and engage in interstate commerce with the Mark.

13. As fully described below, Respondent has not used the Mark in commerce since September of 2007, at the very latest.

14. Petitioner is permitted to use the Mark in commerce in South Florida, despite Respondent’s federal registration of the Mark, because Petitioner has obtained common law trademark rights in the Mark in South Florida based on his exclusive and continuous use of the Mark in commerce in South Florida since 2009. “A common-law trademark arises from the adoption and actual use of a word, phrase, logo, or other device to identify goods or services with a particular party.” *First Bank v. First Bank System, Inc.*, 84 F.3d 1040, 1050 (8th Cir. 1996). “The common law rights are restricted to the locality where the mark is used and to the area of probable expansion.” *Emergency One, Inc. v. American Fire Eagle Engine Co., Inc.*, 332 F.3d 264, 266 (4th Cir. 2003).

15. Significantly, Petitioner established his common law trademark rights in the Mark before Respondent fraudulently procured his federal registration of the Mark in 2012, providing Petitioner with the exclusive right to use the Mark in South Florida. “A party asserting common law trademark rights can rebut (the validity of a federal registration of the trademark) by showing it used the mark in commerce first.” *Credit One Corp. v. Credit One Financial, Inc.*, 661 F.Supp.2d 1134, 1144 (C.D. Cal. 2009).

2. Respondent Filed His Application With The PTO Merely To Reserve A Right In The Mark After Being Contacted By Petitioner

16. Respondent registered the domain name, deliverydudes.com, in February of 2007.

(the “Domain Name”).³

17. The website, www.deliverydudes.com, has been non-operational since February of 2007. As described below, Respondent has only recently begun using the website, on or around July 2012, simply as a tactic to prevent his registration from being canceled after being notified by counsel for Petitioner of Petitioner’s intent to file this Petition to Cancel.

18. On March 6, 2011, Petitioner sent an email to Respondent through Petitioner’s agent. Petitioner inquired about purchasing the Domain Name from Respondent so that Petitioner could use the Domain Name, which constitutes identical language as the Mark, for his business. See Composite Exhibit A.

19. On March 9, 2011, Respondent responded stating that he would “entertain any reasonable offer regarding the..(Domain Name).” See Composite Exhibit A.

20. In addition, Respondent conveyed that *he used*, but no longer does, operate the Arizona company, Delivery Dudes, LLC (“The Arizona Company”) in Tempe, Arizona while an undergraduate student at Arizona State University (“ASU”). See Composite Exhibit A.

21. Petitioner and Respondent had subsequent communications in which Respondent threatened to obtain a federal registration in the Mark simply to manufacture leverage in future negotiations.

22. Not surprisingly, after discovering that Petitioner was employed at an office in the Trump Towers in New York City, Respondent quadrupled his price to sell the Domain Name from Five Thousand Dollars to Twenty Thousand Dollars.

³ As described in Exhibit C, Respondent has engaged in “cybersquatting,” in violation of 15 U.S.C. § 1125(d), by using the Domain Name with the bad faith intent to profit from Petitioner.

23. Respondent made good on his threats to reserve a right in the Mark and submitted the Application to the PTO on March 17, 2011, only two weeks after Petitioner first contacted him about the Domain Name.

B. Respondent Fraudulently Procured A Federal Registration In The Mark

1. Respondent Misrepresented That He Was Rendering Services In Commerce With The Mark As Of March 17, 2011 On His Application

24. In short, Respondent has fraudulently procured a federal registration in the Mark in an effort to extort Petitioner for money.

25. Respondent elected to submit his Application to the PTO pursuant to 15 U.S.C. § 1051(a) (which requires a lower filing fee than filing under 15 U.S.C. § 1051(b)).

26. As such, in his Application, Respondent was required to submit a verified statement that the Mark was “in use in commerce” at the time of the filing of the application, March 17, 2011. *See* 15 U.S.C. § 1051(a).

27. In order to satisfy the “in use in commerce” requirement, the Mark must have been used in connection with services that were actually rendered in commerce as of March 17, 2011. Mere advertising is not enough.⁴

28. Respondent’s Application contained a declaration warning him “that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration.”

⁴ “The term ‘use in commerce’ means the bona fide use of a mark in the ordinary course of trade, and not made merely to reserve a right in a mark.” 15 U.S.C. § 1127. The mere usage of a mark in advertising services is insufficient to satisfy the “use in commerce” requirement as such services must actually “be rendered in commerce.” *Id.*

29. In the signed and verified March 17, 2011 Application, Respondent stated that the Mark was “first used in commerce at least as early as 10/07/2005, *and is now in such commerce.*” See Respondents’ Application.

30. Further, Respondent conveyed the Arizona company, Delivery Dudes, LLC (“The Arizona Company”), was rendering services in commerce in Arizona with the Mark as of March 17, 2011.

31. Neither Respondent nor the Arizona Company or any other company belonging to Respondent was rendering services in commerce with the Mark in Arizona or elsewhere as of March 17, 2011.

32. Thus, Respondent has fraudulently procured a registration in the Mark and his registration should be cancelled Mark pursuant to 15 U.S.C. § 1064(3).

33. Indeed, Respondent did not render services in commerce with the Mark in 2007.

34. Respondent also did not render services in commerce with the Mark in 2009, 2010 or 2011.

35. Respondent also has not rendered services in commerce with the Mark in 2012.

36. Any expressed intent by Respondent to use the Mark in commerce in the future or any use after March 17, 2011 is irrelevant because Respondent filed his Application pursuant to 15 U.S.C. § 1051(a), and was thus required to have used the Mark in commerce as of March 17, 2011.

37. It is abundantly clear that Respondent has not operated the Arizona Company or otherwise rendered services in commerce with the Mark for at least five or six years.

38. Indeed, Respondent's Arizona Company ceased operations even before he graduated ASU in 2009, after which he moved to Boston, Massachusetts to attend the New England School of Law.

39. Respondent has conveyed on his LinkedIn profile that his Arizona Company ceased operations in September, 2007. See Exhibit B.

40. Counsel for Petitioner sent Respondent a July 2, 2012 letter informing Respondent that Petitioner would file a petition to cancel his trademark if Respondent was unwilling to transfer the Mark to Petitioner for a reasonable price. See Exhibit C. The letter stated that Respondent fraudulently procured a federal registration in the Mark because Respondent has not been rendering services in commerce with the Mark since 2007. See Exhibit C. Respondent sent counsel an email acknowledging receipt of the letter but has refused to transfer the Mark to Petitioner. See Exhibit D.

41. After receiving this letter, Respondent recently changed his LinkedIn profile to convey that his Arizona Company has been operating from 2005 to the present, rather than from 2005 to 2007, as his LinkedIn profile originally conveyed. See Exhibit B.

42. Upon information and belief, Respondent changed these dates in anticipation of Petitioner filing this Petition to Cancel in a fraudulent attempt to deceive the PTO that Respondent has been rendering services in commerce with the Mark since 2005.

43. Petitioner's change of his LinkedIn profile may be verified by the owner of the LinkedIn website.

44. Further, www.deliverydudes.com, the website Respondent explicitly listed in his Application as the Arizona Company's website address, has not even been operational since he registered the Domain Name in February, 2007. Although Respondent began using the website

on or about July 2012, he has only done so under false pretenses. Respondent only began operating the website in response to the July 2, 2012 letter sent to Respondent attached as Exhibit C. Respondent's recent use of the website is further evidence of Respondent's fraudulent attempt to deceive the PTO in anticipation of Petitioner filing this Petition to Cancel.

45. The website, www.deliverydudes.com, was not operational as of March 17, 2011, the filing date of Respondent's Application.

46. The website, www.deliverydudes.com was not operational in 2007, 2008, 2009, 2010.

47. The website, www.deliverydudes.com was not operational in 2011.

48. Indeed, the website, www.deliverydudes.com has not been operation until Respondent's recent use of the website in July, 2012, after Respondent received the July 2, 2012 letter sent to Respondent by counsel for Petitioner.

49. The owner of www.godaddy.com may verify that the website, www.deliverydudes.com, has been non-operational, as can www.archive.org.

50. On the website, www.deliverydudes.com, Respondent conveys that he is rendering services in the commerce with the Mark in Boston, his current domicile. However, in his Application Respondent conveyed that he was rendering services in commerce with the Mark in Arizona as of March 17, 2011.

51. Respondent was not rendering services in commerce with the Mark on March 17, 2011 in Arizona, Boston, or anywhere else.

52. Respondent cannot produce any tax returns, financial documents or other corporate records relating to the Arizona Company or any other company connected to

Respondent in order to show that such a company was operating and rendering services in commerce with the Mark as of March 17, 2011.

53. In fact, as Respondent has now recently reversed course and taken the position on his LinkedIn profile that he has been rendering services in commerce with the Mark since 2005 to the present, rather than from 2005 to 2007 as his LinkedIn profile originally conveyed, Respondent should be compelled to produce any such documents relating to his Arizona Company from 2005 to the present.

2. Respondent Failed To Submit A Proper Specimen With His Application And Committed Further Misrepresentations To The PTO In His Application

54. The original specimen Respondent submitted with his Application in order to satisfy the “in use in commerce” requirement was rejected by the PTO.

55. In a PTO Office Action dated June 20, 2011, the Examining Attorney stated that the specimen Respondent submitted was not acceptable “because it is merely a...rendering of the applied-for mark; it does not show the applied-for mark in actual use in commerce.”

56. The Office Action specifically directed Respondent to amend his Application with a substitute specimen and a verified statement declaring that “the substitute specimen was in use in commerce at least as early as the filing date of the application.” See the June 20, 2011 PTO Office Action issued in connection with Respondent’s Application.

57. Knowing full well of the requirement to demonstrate that his Arizona Company was rendering services in commerce as of March 17, 2011, and with the intent to deceive the PTO, Respondent fraudulently referenced an article from September 25, 2006 describing the services the Arizona Company offered years ago. See substitute specimen of Respondent’s Application.

58. Thus, it is self-evident that Respondent failed to submit a proper specimen showing use of the Mark in commerce on March 17, 2011.

59. As such, the PTO erroneously granted Respondent a federal registration of the Mark based on the outdated information provided by Respondent.

60. As Respondent failed to provide a proper specimen with his Application pursuant to 15 U.S.C. § 1051, his registration in the Mark should be canceled.

61. Moreover, Respondent's amendment to his application is a further demonstration of how Respondent fraudulently procured his trademark rights in the Mark.

62. Finally, Petitioner notes that, in regards to any Answer submitted by Respondent in response to this Petition to Cancel, Respondent should admit or deny each of the numbered paragraphs of this Petition to Cancel.⁵

WHEREFORE, Petitioner requests that the Trademark Trial and Appeal Board cancel Respondent's registration in the Mark (Registration No.: 4101367), and such other and further relief as is deemed proper.

Dated: July 25, 2012

[SIGNATURE PAGE TO FOLLOW]

⁵ The Trade Mark Trial and Appeal Board Manual Of Procedure, Chapter 300 at pg. 106 states that where "the (Petition to Cancel) consists of numbered paragraphs setting forth the basis of (Petitioner's) claim of damage, the (Respondent's) admissions or denials should be made in numbered paragraphs corresponding to the numbered paragraphs in the (Petition to Cancel)." Accordingly, Respondent should admit or deny each of the numbered paragraphs of this Petition to Cancel in the event Respondent submits an Answer.

Respectfully submitted,

ZARCO EINHORN SALKOWSKI & BRITO P.A.

Counsel for Petitioner

Bank of America Tower

100 S.E. 2nd Street, 27th Floor

Miami, Florida 33131

Telephone: (305) 374-5418

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By: 

ROBERT M. EINHORN

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ANDRE DREYFUSS

adreyfuss@zarcolaw.com

Florida Bar No. 0094868

Counsel for Petitioner

CERTIFICATE OF TRANSMISSION

I hereby certify that, on this 25th day of July, 2012 a copy of the foregoing PETITION TO CANCEL is being electronically transmitted to the United States Patent and Trademark Office on the date indicated below:


Andre Dreyfuss

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of July, 2012 a copy of the foregoing PETITION TO CANCEL was served, on the date indicated below, by Federal Express, in packages addressed as follows:

Marc V. Veneziano P.O Box 51383
Boston, MA 00205

Mr. Matthew H. Swyers, Esq.
The Trademark Company
344 Maple Avenue West, Suite 151, Vienna, Virginia 22180



Andre Dreyfuss

Andre Dreyfuss

From: Jayson Koss [jaysonskoss@me.com]
Sent: Thursday, May 31, 2012 4:06 PM
To: Andre Dreyfuss
Subject: Fwd: deliverydudes.com - Marc's Reply

Found it.. this is one of them.. I called him on the phone and had a conversation with him which went poorly as I told you.

Begin forwarded message:

From: Dylan Monroe <Dylan_Monroe@hotmail.com>
Subject: deliverydudes.com - Marc's Reply
Date: March 9, 2011 6:31:43 PM EST
To: 'Jayson Koss' <jaysonskoss@me.com>

From: Marc Veneziano [mailto:mvvenezi@yahoo.com]
Sent: Wednesday, March 09, 2011 5:28 PM
To: Dylan Monroe
Subject: Re: Deliverydudes.com

Mr. Dylan Monroe:

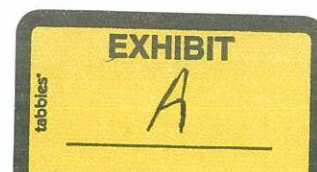
I just received your email regarding www.deliverydudes.com. Thank you for contacting me. I believe the domain's status as active can be verified and is available to the public via the WhoIs function of godaddy.com. The website and all rights pertaining to it are owned by myself. I formed Delivery Dudes, LLC along with another member in 2005. The company is still listed as an active Arizona LLC. I am the sole owner of the website and have been since 2007. At the time my partner and I formed Delivery Dudes, LLC we were using the website www.asudeliverydudes.com to operate a dry goods delivery service to residents of the Arizona State University campus in Tempe, AZ.

Do you have any trademarks or Intellectual Property pertaining to your representative agent's formation of Delivery Dudes, LLC, and the business it conducts?

I would potentially entertain any reasonable offer regarding the website, domain name, licensing rights, etc. Could you please identify through what capacity you represent Delivery Dudes, LLC (Florida LLC) and what your authority is to act on behalf of Mr. Jason S. Koss?

I do not usually use this email and would prefer that all future correspondence be send to venezianom@yahoo.com, or venezianom@gmail.com. I also can be reached via telephone at 781.738.0470 if you would like to discuss this matter further. I look forward to hearing from both you and Mr. Koss and appreciate the inquiry into deliverydudes.com.

7/25/2012



Regards,

Marc Veneziano

--- On Sun, 3/6/11, Dylan Monroe <Dylan_Monroe@hotmail.com> wrote:

From: Dylan Monroe <Dylan_Monroe@hotmail.com>

Subject: Deliverydudes.com

To: mvvenezi@yahoo.com

Date: Sunday, March 6, 2011, 2:56 PM

Dear Mr. Marc Veneziano,

My name is Dylan Monroe. I represent Delivery Dudes, LLC. Our organization centralized in Delray Beach Florida. Our business is currently interested in the registered domain name Deliverydudes.com. If you could please contact me and let us know the current status of the domain and if it is for sale, we would greatly appreciate it. I would like to arrange a meeting between the business owner, Jason Koss, and the current owner of the domain deliverydudes.com. I can be reached by email or phone. We appreciate your time and consideration.

Thank you,

Dylan Monroe

Dylan_Monroe@hotmail.com

(954) 608-7702

Sales and Leasing Office Manager

Park Realty Direct

June 2011 – October 2011 (5 months) | Boston, MA

Supervising a team of 8-10 agents in a local Boston Franchise Office, while also cultivating my own sales and leasing clients

Clinical Legal Intern

Commonwealth of Massachusetts Supplier Diversity Office

January 2011 – June 2011 (6 months) | Boston, MA

Prepared administrative work-product for Women Business Enterprises ("WBE") and Minority Business Enterprise Applicants ("MBE"), Performed Freedom of Information Act ("FOIA") requests; Assisted staff attorney to eliminate application backlog.

Summer Legal Associate

Dane Shulman Associates, LLC

June 2010 – August 2010 (3 months) | Boston, MA

Working with civil litigation team on matters related to drafting memorandums, discovery, legal research, depositions, and client intake.

Business Management Consultant

New Venture Group

September 2008 – May 2009 (9 months)

Working with a health care conglomerate and a not-for-profit fine arts organization, NVG is a multi-disciplinary management consulting group helping clients explore the potential of their business, visualize aspirations for their future, and discover profitable approaches to moving forward. NVG is an affiliate organization of the W. P. Carey School of Business at Arizona State University and the Barrett Honors College.

Financial Services Intern

Progressive Financial Concepts; New England Financial, a MetLife Company

Privately Held; 11-50 employees; Financial Services industry

January 2008 – June 2008 (6 months) | Phoenix, Arizona Area

Researched and catalogued life, annuity, and equity portfolios for clients and team members; Recognized at regional meeting for adding efficiency to team.

Residential Sales and Leasing Agent

Park Realty

2006 – 2008 (2 years)

Servicing clients short and long-term residential needs in the Boston, Cambridge, Somerville and Brookline areas.

Co-founder/Owner

Delivery Dudes, LLC

September 2005 – September 2007 (2 years 1 month) | Tempe, AZ/Boston, MA

Ambitious business owner who co-launched successful consumer delivery service, with web-based supply chain, inventory management; Featured on Fox 10 News KSAZ, Tucson News 4 KVOA, NBC 12 KPNX, The State Press, Arizona Republic.

Sales Associate

Quirk Ford

May 2003 – August 2005 (2 years 4 months)

Exceeded monthly sales quota second month in the business; Performance bonus from President for selling 20 new Fords (July 2005).

Skills & Expertise

Advanced Legal Writing Legal Research Intellectual Property Corporate Law Land Use Law Real Estate Transactions
Mediation Consumer Bankruptcy LexisNexis Westlaw Business Intelligence Estate Planning B2B eCommerce
Innovation Real Estate Investment Acting Domain Name Disputes Entrepreneurial Endeavors Market Knowledge
Cloud Computing

[View All \(45\) Skills](#)

Education

New England School of Law

Candidate for Juris Doctorate, Law

2009 – 2012

CALI Award for the highest grade in Mediation

ABA Bronze Key Recipient, for highest membership and increased initiatives within school

ABA Negotiation Competition: School Winner, Regional Alternate (2010)

Mock Trial Competition (2010)

Intramural Law School Hockey Team, Founder (2010)

Activities and Societies: American Bar Association, Delegate for Law Student Division;

Student Bar Association (SBA): 2L Class Representative, Executive Office of Alumni Committee Chairperson, Moot Court Executive Liaison

Committee Chairperson, SBA Faculty Hiring Committee, 1L Mentor-ship Program, Mentor (2010-2011)

ADR Association


Center for Business Law

Mock Trial

Charles University Faculty of Law

2010 – 2010

Courses in Cross Cultural Dispute Resolution and The Legal Profession in an International Context Summer 2011

-  **New England Law | Boston**
Join
-  **New England Law | Boston (New England School of Law) Career Services Office**
Join
-  **New England Legal Referral Network**
Join
-  **New England School of Law**
Join
-  **The Legal Networking Group**
Join
-  **The Real Estate Networking Group**
Join
-  **The Winchendon School Alumni Networking Group**
Join
-  **W. P. Carey School of Business at Arizona State University**
Join

Honors and Awards: ABA Negotiation Competition, 2010
Consulting Scholars Program, 2009
Ford Entrepreneurial Initiative, 2008


Edson Entrepreneurial Competition Semi-Finalist, 2005

Contact Marc for:


- career opportunities
- new ventures
- reference requests
- consulting offers
- expertise requests
- getting back in touch

Send a message to Marc Veneziano
Get introduced through a connection
Send InMail

Real Estate Pro

 14 Sedgewood Rd., Plymouth, MA 2360
in Residential • 2,700 sqft • For sale • \$728,999
Posted: 103 days and 9 hours ago
[View listing on Rofo.com](#) | [View more listings](#)

[View Your Market](#) | [View Marc's Listings](#) | [View Settings](#)

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ZARCO EINHORN SALKOWSKI & BRITO

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KAARI-LYNN S. GAGNON
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HIMANSHU M. PATEL
DEVONA A. REYNOLDS
ROBERT F. SALKOWSKI*
ALISSA SHAPIRO
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TELEFAX (305) 374-5428

WEST PALM BEACH
TELEPHONE (561) 721-2861
INTERNET www.zarcolaw.com

*ALSO ADMITTED TO PRACTICE IN NJ

July 2, 2012

Via US Mail and Electronic Mail: venezianom@gmail.com; venezianom@yahoo.com;
mvvенеzi@yahoo.com.

Marc Vincent Veneziano
P.O. Box 51383
Boston, Massachusetts, 00205

Re: The Service Mark, Delivery Dudes, LLC, and the Domain Name,
deliverydudes.com

Dear Mr. Veneziano:

Please be advised that this law firm represents Delivery Dudes, LLC (the "Florida Company"). We have learned that you, as well as Matthew H. Swyers, Esq., have fraudulently procured a federal registration in the service mark, "Delivery Dudes, LLC" (the "Mark") in an effort to extort our client for as much as twenty thousand dollars. In addition, you have engaged in "cybersquatting" by using the domain name, deliverydudes.com (the "Domain Name"), with the bad faith intent to profit from our client.

Our investigation of this matter has revealed that the company you formed while an undergraduate at Arizona State University ("ASU"), Delivery Dudes, LLC (the "Arizona Company") has not been rendering services in commerce for at least five or six years. Thus, your representations in your application ("Application") to the U.S. Patent and Trademark Office ("PTO") that the Arizona Company was using the Mark in commerce as of March 17, 2011 appear to be fraudulent. Further, www.deliverydudes.com, the website you explicitly listed in your Application as the Arizona Company's website address, has not even been operational since



you registered the Domain Name in February, 2007. Your attempts to hold the Domain Name hostage in hopes of obtaining a windfall are unlawful.

You elected to submit your Application to the PTO pursuant to 15 U.S.C. § 1051(a) and, as such, were required to submit a verified statement that the Mark was “in use in commerce” at the time of the filing of the application, March 17, 2011. *See* 15 U.S.C. § 1051(a). In order to satisfy the “in use in commerce” requirement, the Mark must have been used in connection with services that were actually rendered as of March 17, 2011. Mere advertising is not enough.¹ Your Application contained a declaration warning you “that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration.” In your signed and verified March 17, 2011 Application, you stated that the Mark was “first used in commerce at least as early as 10/07/2005, *and is now in such commerce*,” and you conveyed that your Arizona Company was rendering services in commerce with the Mark as of March 17, 2011.

However, it is abundantly clear that neither you nor your Arizona Company have satisfied the “use in commerce” requirement of 15 U.S.C. § 1051(a) for at least five or six years. Indeed, your Arizona Company ceased operations even before you graduated ASU, after which you moved to Boston, Massachusetts to attend the New England School of Law. In fact, Your LinkedIn profile conveys that your Arizona Company ceased operations in September, 2007. *See* Exhibit A. Your email communications to our client also indicate that the Arizona Company used to do business, but no longer does.² *See* Exhibit B. Further, as noted above, www.deliverydudes.com has not even been operational in over five years. As such, we very much doubt you could produce any tax returns, financial documents or other corporate records relating to the Arizona Company in order to show it was operating and rendering services in commerce as of March 17, 2011.

It is not surprising that the original specimen you submitted with your Application in order to satisfy the “in use in commerce” requirement was rejected by the PTO. In a PTO Office Action dated June 20, 2011, the Examining Attorney stated that the specimen you submitted was not acceptable “because it is merely a...rendering of the applied-for mark; it does not show the applied-for mark in actual use in commerce.” The Office Action specifically directed you to amend your Application with a substitute specimen and a verified statement declaring that “the substitute specimen was in use in commerce at least as early as the filing date of the application.”

¹ “The term ‘use in commerce’ means the bona fide use of a mark in the ordinary course of trade, and not made merely to reserve a right in a mark.” 15 U.S.C. § 1127. The mere usage of a mark in advertising services is insufficient to satisfy the “use in commerce” requirement as such services must actually “be rendered in commerce.” *Id.*

² In your email, you seem to rely on the fact that the Arizona Company “is still listed as an active Arizona LLC.” However, the Arizona Company’s status as active simply has no bearing on whether the Arizona Company has actually been rendering services in commerce as late as March 17, 2011 so as to satisfy the “use in commerce” requirement of 15 U.S.C. § 1051(a).

Knowing full well of the requirement to demonstrate that your Arizona Company was rendering services in commerce as of March 17, 2011, and with the intent to deceive the PTO, you misleadingly referenced an article from September 25, 2006 describing the services the Arizona Company offered years ago. Thus, it is self-evident that a proper specimen showing use of the Mark in commerce on March 17, 2011 was never submitted and the PTO erroneously granted you a federal registration of the Mark based on the outdated information you provided. Moreover, Matthew H. Swyers, Esq., who you appointed to amend your Application, verified that the Mark was in use in commerce as of the September 22, 2011 amendment of your Application. Thus, you and Mr. Swyers are both liable for fraudulently verifying on your Application that the Mark was used in commerce.

Notably, you submitted your Application to the PTO after our client inquired about purchasing the Domain Name from you on March 3, 2011. Sensing an opportunity to extort money from our client, you responded by threatening to obtain a federal registration in the Mark. Your clear motive was to manufacture leverage in your negotiations with our client. You submitted your Application to the PTO on March 17, 2011, only two weeks after our client first contacted you. Not surprisingly, after discovering that Mr. Koss, the owner of the Florida Company, was employed at an office in the Trump Towers, you quadrupled your price to sell the Mark and Domain Name from Five Thousand Dollars to Twenty Thousand Dollars.

The foregoing circumstances evidence that you fraudulently procured registration of the Mark and that the Mark has been abandoned. 15 U.S.C. § 1064 provides that a petition to cancel a registration of a mark may be filed if the mark has been abandoned³ or “obtained fraudulently.” As described above, you have clearly made “false, material representations of fact in connection with (your Application),” which provides the basis to cancel your registration in the Mark on the grounds of fraudulent procurement. See *In re Bose Corp.*, 580 F.3d 1240, 1243 (Fed. Cir. 2009). Further, 15 U.S.C. § 1120 provides that, “Any person who shall procure registration in the Patent and Trademark Office of a mark by a false or fraudulent declaration or representation...shall be liable in a civil action by any person injured thereby for any damages sustained in consequence thereof.” As such, if this matter is unable to be resolved amicably, our client will be forced to file a petition with the PTO to cancel your federal registration in the Mark and will also file a lawsuit against you in the United States District Court for the Southern District of Florida for damages sustained as a result of your fraudulent registration.⁴

In addition, you are also liable under 15 U.S.C. § 1125(d) (the “Cybersquatting Statute”), based on your use of the Domain Name with a bad faith intent to profit from our client. 15 U.S.C. § 1125(d) provides for liability for using a domain name with the bad faith intent to profit from the owner of a protected mark. Our client has obtained common law trademark rights in the

³ A mark has been abandoned where “its use has been discontinued with intent not to resume such use.” 15 U.S.C. § 1127. You have clearly abandoned any trademark right you may have had in the Mark.

⁴ In trademark cases, venue lies where the injury occurred. See e.g., *Peddinghaus Corp. v. Controlled Automation*, 2012 WL 848149 (C.D. Ill. 2012). Here, the injury occurred in the Southern District of Florida.

Mark in South Florida based on its exclusive and continuous use of the Mark in commerce in South Florida since 2009.⁵ Significantly, our client established his common law trademark right in the Mark before you fraudulently procured your federal registration of the Mark in 2012, providing our client with the exclusive right to use the Mark in South Florida.⁶ As our client has a common law trademark in the Mark, he has standing to allege violations under the Cybersquatting Statute. See *Lahoti v. Vericheck, Inc.*, 586 F.3d 1190, 1196 (9th Cir. 2009) (“Federal trademark registration is not a prerequisite for protection under the (Cybersquatting Statute)...the same standard applies to both registered and unregistered marks.”). See also, e.g., *Dawson v. Brandsberg*, 2006 WL 2915234 (W.D. Va. 2006); *Crystal Entertainment & Filmworks, Inc. v. Jurado*, 643 F.3d 1313 (11th Cir. 2011).

As described below, evidence of bad faith to profit from the owner of a protected mark “may arise well after registration of the domain name.” *Lahoti v. Vericheck, Inc.*, 586 F.3d 1190, 1202 (9th Cir. 2009). In determining bad faith, a court may consider a person’s “offer to transfer, sell, or otherwise assign the domain name to the mark owner or any third party for financial gain without...having an intent to use the domain name in the bona fide offering of any goods or services.” 15 U.S.C. § 1125(d)(B)(i)(VI). In short, you have no legitimate interest in the Domain Name and your attempts to withhold the Domain Name from our client unless it pays you an exorbitant price are a clear violation of the Cybersquatting Statute See *Storey v. Celo Holdings, LLC*, 347 F.3d 370, 385 (2nd Cir. 2003) (In rejecting arguments that a domain name was registered in good faith, the Court stated, “Section 1125(d)(1)(B)(i)(VI) demonstrates...that Congress intended the cybersquatting statute to make rights to a domain-name registration contingent on ongoing conduct rather than to make them fixed at the time of registration. If another party has trademark rights in a mark that is similar to the domain name, the domain-name registrant must use the name without a bad faith intent to profit to maintain its registration rights.”); *Lahoti*, 586 F.3d 1190, 1203 (9th Cir. 2009) (Party registered domain name in good faith but Court found that domain name was subsequently used in bad faith and, in reaching this conclusion, stated, “Lahoti never used the domain name...Lahoti then asked for as much as \$72,500 to sell the domain name to Vericheck, Inc.”).

It is clear that, while you may have originally registered the Domain Name in good faith, you have abandoned any plans to use the Domain Name as the website address for your Arizona Company and have instead used it in bad faith with the intent to profit from our client. For this clear violation of the Cybersquatting Statute, our client is entitled to bring a civil action against you in the United States District Court for the Southern District of Florida in order to obtain the transfer of the Domain Name, civil damages or statutory damages (at our client’s election)

⁵ “A common-law trademark arises from the adoption and actual use of a word, phrase, logo, or other device to identify goods or services with a particular party.” *First Bank v. First Bank System, Inc.*, 84 F.3d 1040, 1050 (8th Cir. 1996). “The common law rights are restricted to the locality where the mark is used and to the area of probable expansion” *Emergency One, Inc. v. American Fire Eagle Engine Co., Inc.*, 332 F.3d 264, 266 (4th Cir. 2003).

⁶ “A party asserting common law trademark rights can rebut (the validity of a federal registration of the trademark) by showing it used the mark in commerce first.” *Credit One Corp. v. Credit One Financial, Inc.*, 661 F.Supp.2d 1134, 1144 (C.D. Cal. 2009).

Marc V. Veneziano
July 2, 2012
Pg. 5

ranging from a minimum of \$1,000 to \$100,000, as well as any attorneys' fees incurred in bringing suit. See 15 U.S.C. § 1117.

I trust that you will give this letter careful consideration including the potential impact that a fraud judgment could have on your professional aspirations. Our client has no desire to harm you, but will not stand to be extorted by you.

Please contact me within seven (7) days of your receipt of this letter should you wish to discuss an amicable resolution of this matter. Should I fail to hear from you within this time period, please be advised that our client is prepared to file a petition with the PTO to cancel your registration of the Mark and to initiate a civil suit against you in the Federal District Court for the Southern District of Florida for cybersquatting as well as for your fraudulent registration of the Mark. The lawsuit will seek to recover statutory damages and attorneys' fees and to obtain a transfer of the Domain Name.

KINDLY GOVERN YOURSELF ACCORDINGLY.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert M. Einhorn for".

ROBERT M. EINHORN

cc: Registered Agent for Arizona Limited Liability Company Delivery Dudes, LLC
Marc V Veneziano
7237 E. Cambridge Ave
Scottsdale, AZ 85257

10 Free Leads - Attorneys - Reach prospects actively looking online for an attorney. Get 10 free leads!



Marc Veneziano

Juris Doctorate Candidate, Real Estate Professional, Mediator, Entrepreneur
Charlestown, Massachusetts Law Practice

- Current** Research Assistant at Center for Business Law, New England Law | Boston
Head Student Representative for Bar Preparation at Kaplan
Sales and Leasing Manager at weRENTboston.com | a Park Realty Direct Company
- Past** Legal Volunteer at Volunteer Lawyers Project of the Boston Bar Association
Land Use Law, Investor at Law Office of Edward O'Brien III
Sales and Leasing Office Manager at Park Realty Direct
see all
- Education** New England School of Law
Charles University Faculty of Law
Arizona State University, W. P. Carey School of Business
see all
- Recommendations** 1 person has recommended Marc
- Connections** 300 connections
- Websites** Company Website
- Twitter**

Public Profile <http://www.linkedin.com/pub/marc-veneziano/5/bbb/418>

Summary

Professional Licenses S.J.C. 3.03 Certification, Commonwealth of Massachusetts Mediator, Massachusetts Real Estate Salesperson

Professional Experience: Real Estate Transactional Law and Investment, consumer bankruptcy (Ch.7) filing, filing trademarks, and Intellectual Property Law, Mediation, Estate Planning Law, Financial Services, Business Management Consulting, acting on stage and short-films

Experience

Research Assistant

Center for Business Law, New England Law | Boston

August 2011 - Present (11 months) Boston, MA

Compiling research specific to corporate veil piercing for upcoming Business Organizations textbook


Head Student Representative for Bar Preparation

Kaplan

March 2011 - Present (1 year 4 months) New England Law | Boston

Head of recruitment, tabling events, and marketing at New England Law | Boston

Marc has 1 recommendation (1 report) including

() Lauren J., Student, New England School of Law

Sales and Leasing Manager

weRENTboston.com | a Park Realty Direct Company

June 2010 - Present (2 years 1 month)

Providing long and short-term residential living solutions to clients in Greater Boston. Creating new relationships with logistical partners that compliment local businesses with our client base.

Legal Volunteer

Volunteer Lawyers Project of the Boston Bar Association

September 2011 - December 2011 (4 months) Boston, MA

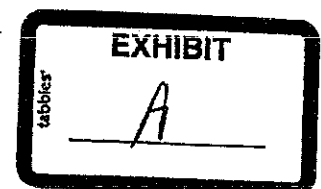
Providing Ch.7 of Title 11 Bankruptcy Code filing for indigent and low-income clients using means test, and Best Case Software.

Land Use Law, Investor

Law Office of Edward O'Brien III

January 2011 - November 2011 (11 months) Worcester, MA Boston, MA

handling municipal tax lien matters in Land Court, real estate transactions, and criminal defense research



Sales and Leasing Office Manager

Park Realty Direct

June 2011 – October 2011 (5 months) | Boston, MA

Supervising a team of 8-10 agents in a local Boston Franchise Office, while also cultivating my own sales and leasing clients

Clinical Legal Intern

Commonwealth of Massachusetts Supplier Diversity Office

January 2011 – June 2011 (6 months) | Boston, MA

Prepared administrative work-product for Women Business Enterprises ("WBE") and Minority Business Enterprise Applicants ("MBE"). Performed Freedom of Information Act ("FOIA") requests; Assisted staff attorney to eliminate application backlog.

Summer Legal Associate

Dane Shulman Associates, LLC

June 2010 – August 2010 (3 months) | Boston, MA

Working with civil litigation team on matters related to drafting memorandums, discovery, legal research, depositions, and client intake.

Business Management Consultant

New Venture Group

September 2008 – May 2009 (9 months)

Working with a health care conglomerate and a not-for-profit fine arts organization, NVG is a multi-disciplinary management consulting group helping clients explore the potential of their business, visualize aspirations for their future, and discover profitable approaches to moving forward. NVG is an affiliate organization of the W. P. Carey School of Business at Arizona State University and the Barrett Honors College.

Financial Services Intern

Progressive Financial Concepts; New England Financial, a MetLife Company

Privately Held; 11-50 employees; Financial Services industry

January 2008 – June 2008 (6 months) | Phoenix, Arizona Area

Researched and catalogued life, annuity, and equity portfolios for clients and team members; Recognized at regional meeting for adding efficiency to team.

Residential Sales and Leasing Agent

Park Realty

2006 – 2008 (2 years)

Servicing clients short and long-term residential needs in the Boston, Cambridge, Somerville and Brookline areas.

Co-founder/Owner

Delivery Dudes, LLC

September 2005 – September 2007 (2 years 1 month) | Tempe, AZ/Boston, MA

Ambitious business owner who co-launched successful consumer delivery service, with web-based supply chain, inventory management; Featured on Fox 10 News KSAZ, Tucson News 4 KVOA, NBC 12 KPNX, The State Press, Arizona Republic.

Sales Associate

Quirk Ford

May 2003 – August 2005 (2 years 4 months)

Exceeded monthly sales quota second month in the business; Performance bonus from President for selling 20 new Fords (July 2005).

Skills & Expertise

Advanced Legal Writing Legal Research Intellectual Property Corporate Law Land Use Law Real Estate Transactions
Mediation Consumer Bankruptcy LexisNexis Westlaw Business Intelligence Estate Planning B2B eCommerce
Innovation Real Estate Investment Acting Domain Name Disputes Entrepreneurial Endeavors Market Knowledge
Cloud Computing

View All (45) Skills

Education

New England School of Law

Candidate for Juris Doctorate, Law

2009 – 2012

CALI Award for the highest grade in Mediation

ABA Bronze Key Recipient, for highest membership and increased initiatives within school

ABA Negotiation Competition: School Winner, Regional Alternate (2010)

Mock Trial Competition (2010)

Intramural Law School Hockey Team, Founder (2010)

Activities and Societies: American Bar Association, Delegate for Law Student Division;

Student Bar Association (SBA): 2L Class Representative, Executive Office of Alumni Committee Chairperson, Moot Court Executive Liaison

Committee Chairperson, SBA Faculty Hiring Committee, 1L Mentor-ship Program, Mentor (2010-2011)

ADR Association

Center for Business Law

Mock Trial

Charles University Faculty of Law

2010 – 2010

Courses in Cross Cultural Dispute Resolution and The Legal Profession in an International Context Summer 2011

-  **New England Law | Boston**
Join
-  **New England Law | Boston (New England School of Law) Career Services Office**
Join
-  **New England Legal Referral Network**
Join
-  **New England School of Law**
Join
-  **The Legal Networking Group**
Join
-  **The Real Estate Networking Group**
Join
-  **The Winchendon School Alumni Networking Group**
Join
-  **W. P. Carey School of Business at Arizona State University**
Join

Honors and Awards: ABA Negotiation Competition, 2010
Consulting Scholars Program, 2009
Ford Entrepreneurial Initiative, 2008


Edson Entrepreneurial Competition Semi-Finalist, 2005

Contact Marc for:


- career opportunities
- new ventures
- reference requests
- consulting offers
- expertise requests
- getting back in touch

Send a message to Marc Veneziano
Get introduced through a connection
Send InMail

Real Estate Pro

 **14 Sedgewood Rd., Plymouth, MA 2360**
Residential • 2,700 sqft • For sale • \$728,999
Posted: 103 days and 9 hours ago
[View listing on Rofo.com](#) | [View more listings](#)

[View Your Market](#) | [View Marc's Listings](#) | [View Settings](#)

Powered by  **Rofo**

From: Marc Veneziano [mailto:mvvenezi@yahoo.com]
Sent: Wednesday, March 09, 2011 5:28 PM
To: Dylan Monroe
Subject: Re: Deliverydudes.com

Mr. Dylan Monroe:

I just received your email regarding www.deliverydudes.com. Thank you for contacting me. I believe the domain's status as active can be verified and is available to the public via the WhoIs function of godaddy.com. The website and all rights pertaining to it are owned by myself. I formed Delivery Dudes, LLC along with another member in 2005. The company is still listed as an active Arizona LLC. I am the sole owner of the website and have been since 2007. At the time my partner and I formed Delivery Dudes, LLC we were using the website www.asudeliverydudes.com to operate a dry goods delivery service to residents of the Arizona State University campus in Tempe, AZ.

Do you have any trademarks or Intellectual Property pertaining to your representative agent's formation of Delivery Dudes, LLC, and the business it conducts?

I would potentially entertain any reasonable offer regarding the website, domain name, licensing rights, etc. Could you please identify through what capacity you represent Delivery Dudes, LLC (Florida LLC) and what your authority is to act on behalf of Mr. Jason S. Koss?

I do not usually use this email and would prefer that all future correspondence be send to venezianom@yahoo.com, or venezianom@gmail.com. I also can be reached via telephone at 781.738.0470 if you would like to discuss this matter further. I look forward to hearing from both you and Mr. Koss and appreciate the inquiry into deliverydudes.com.

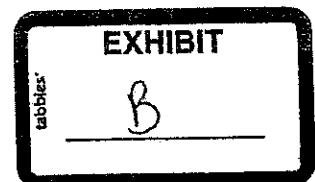
Regards,

Marc Veneziano

--- On Sun, 3/6/11, Dylan Monroe <Dylan_Monroe@hotmail.com> wrote:

From: Dylan Monroe <Dylan_Monroe@hotmail.com>
Subject: Deliverydudes.com
To: mvvenezi@yahoo.com
Date: Sunday, March 6, 2011, 2:56 PM

Dear Mr. Marc Veneziano,



My name is Dylan Monroe. I represent Delivery Dudes, LLC. Our organization

centralized in Delray Beach Florida. Our business is currently interested in the registered domain name Deliverydudes.com. If you could please contact me and let us know the current status of the domain and if it is for sale, we would greatly appreciate it. I would like to arrange a meeting between the business owner, Jason Koss, and the current owner of the domain deliverydudes.com. I can be reached by email or phone. We appreciate your time and consideration.

Thank you,

Dylan Monroe

Dylan_Monroe@hotmail.com

(954) 608-7702

Andre Dreyfuss

From: Marc Veneziano Boston [deliverydudesllc@gmail.com]
Sent: Sunday, July 08, 2012 4:59 PM
To: Andre Dreyfuss
Subject: The Service Mark, Delivery Dudes, LLC, and the Domain Name, deliverydudes.com

Dear Attorney Dreyfuss:

I am writing in response to your July 2, 2012 email. I apologize for not providing a written response sooner, however I am studying for the bar exam and with the Independence Day Holiday falling on a Wednesday this year, it has been difficult to reach out to counsel to handle this matter on my behalf. I will have counsel contact you in a timely fashion. Thank you for your understanding and kindly respect my limited availability less than three weeks before the bar exam. If for some reason you are not contacted on my behalf within the next seven business days please let me know. I will do the best I can to work with you in my limited capacity.

Very Truly Yours,

Marc Veneziano

Delivery Dudes, LLC ® -
 P.O. Box 51383
 Boston, MA 02205
 c. (781) 738.0470
 Check out our Amazon.com Store!

www.amazon.com/shops/deliverydudesllc

Follow Delivery Dudes on Twitter®

www.bostondeliverydudes.com - coming soon!

From: **Andre Dreyfuss** <ADreyfuss@zarcolaw.com>
 Date: Mon, Jul 2, 2012 at 2:34 PM
 Subject: The Service Mark, Delivery Dudes, LLC, and the Domain Name, deliverydudes.com
 To: "venezianom@gmail.com" <venezianom@gmail.com>, "venezianom@yahoo.com" <venezianom@yahoo.com>, "mvvenezi@yahoo.com" <mvvenezi@yahoo.com>
 Cc: Robert Einhorn <REinhorn@zarcolaw.com>

Dear Mr. Veneziano:

Please see attached a letter regarding the Service Mark you registered with the U.S. Patent and Trademark Office, Delivery Dudes, LLC, and your registered Domain Name, deliverydudes.com.

7/25/2012



Please be advised that you have one week from today to respond to this letter.

Thank you,

Andre Dreyfuss, Esq.



Bank of America Tower at International Place
100 S.E. 2nd Street, Suite 2700
Miami, FL 33131
Telephone: (305) 374-5418
Facsimile: (305) 374-5428
adreyfuss@zarcolaw.com
www.zarcolaw.com

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7/25/2012